

EXHIBIT A



Notice of Service of Process

Transmittal Number: 22327674
Date Processed: 11/20/2020

Primary Contact: SOP UPS - United Parcel
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251 Little Falls Dr
Wilmington, DE 19808-1674

Electronic copy provided to: Salem Desir
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Arlette Willis
CSC Test

Entity: The UPS Store, Inc.
Entity ID Number 2551127

Entity Served: The UPS Store, Inc.

Title of Action: Vincent Tripicchio vs. The UPS Store, Inc.

Matter Name/ID: Vincent Tripicchio vs. The UPS Store, Inc. (10677528)

Document(s) Type: Summons/Complaint

Nature of Action: Class Action

Court/Agency: Burlington County Superior Court, NJ

Case/Reference No: BUR-L-002219-20

Jurisdiction Served: New Jersey

Date Served on CSC: 11/19/2020

Answer or Appearance Due: 35 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Stephen P. DeNittis
856-797-9951

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Ex. A - 001

DeNITTIS OSEFCHEN PRINCE, P.C.
Stephen P. DeNittis, Esq. (031381997)
Joseph A. Osefchen, Esq. (024751992)
Shane T. Prince, Esq. (022412002)
525 Route 73 North, Suite 410
Marlton, New Jersey 08053
(856) 797-9951

Attorneys for Plaintiff

VINCENT TRIPICCHIO, on behalf of himself
and all others similarly situated,

Plaintiff

vs.

THE UPS STORE, INC. and JB & A
ENTERPRISES, INC.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO. BUR-2219-20

SUMMONS

From The State of New Jersey
To The Defendant(s) Named Above: The UPS Store, Inc.

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received the summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of services with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for fee legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Dated: November 17, 2020

/s/ MICHELLE M. SMITH

Clerk of the Superior Court

Name of defendant(s) to be served: The UPS Store, Inc.
c/o Corporation Service Company
Princeton South Corporate Center, Suite 160
100 Charles Ewing Blvd
Ewing, NJ 08628

ATLANTIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division, Direct Filing
1201 Bacharach Blvd., First Fl.
Atlantic City, NJ 08401

LAWYER REFERRAL
(609) 345-3444
LEGAL SERVICES
(609) 348-4200

BERGEN COUNTY:

Deputy Clerk of the Superior Court
Case Processing Section, Room 119
Justice Center, 10 Main St.
Hackensack, NJ 07601-0769

LAWYER REFERRAL
(201) 488-0044
LEGAL SERVICES
(201) 487-2166

BURLINGTON COUNTY:

Deputy Clerk of the Superior Court
Central Processing Office
Attn: Judicial Intake
First Fl., Courts Facility
49 Rancocas Road
Mt. Holly, NJ 08060

LAWYER REFERRAL
(609) 261-4862
LEGAL SERVICES
(609) 261-1088

CAMDEN COUNTY:

Deputy Clerk of the Superior Court
Civil Processing Office
1st Fl., Hall of Records
101 S. 5th Street
Camden, NJ 08103

LAWYER REFERRAL
(856) 964-4520
LEGAL SERVICES
(856) 964-2010

CAPE MAY COUNTY:

Deputy Clerk of the Superior Court
9 N. Main Street
Box DN-209
Cape May Court House, NJ 08210

LAWYER REFERRAL
(609) 463-0313
LEGAL SERVICES
(609) 465-3001

CUMBERLAND COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
Broad & Fayette Sts., P.O. Box 615
Bridgeton, NJ 08302

LAWYER REFERRAL
(856) 692-6207
LEGAL SERVICES
(856) 451-0003

ESSEX COUNTY:

Deputy Clerk of the Superior Court
50 West Market Street
Room 131
Newark, NJ 07102

LAWYER REFERRAL
(973) 622-6207
LEGAL SERVICES
(973) 624-4500

GLOUCESTER COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
Attn: Intake
First Fl., Court House
1 North Broad Street, P.O. Box 129
Woodbury, NJ 08096

LAWYER REFERRAL
(856) 848-4589
LEGAL SERVICES
(856) 848-5360

HUDSON COUNTY:

Deputy Clerk of the Superior Court
Superior Court, Civil Records Dept.
Brennan Court House – 1st Floor
583 Newark Avenue
Jersey City, NJ 07306

LAWYER REFERRAL
(201) 798-2727
LEGAL SERVICES
(201) 792-6363

HUNTERDON COUNTY:

Deputy Clerk of the Superior Court
Civil Division
65 Park Avenue
Flemington, NJ 08862

LAWYER REFERRAL
(908) 735-2611
LEGAL SERVICES
(908) 782-7979

MERCER COUNTY:

Deputy Clerk of the Superior Court
Local Filing Office, Courthouse
175 South Broad St., P.O. Box 8068
Trenton, NJ 08650

LAWYER REFERRAL
(609) 585-6200
LEGAL SERVICES
(609) 695-6249

MIDDLESEX COUNTY:

Deputy Clerk of the Superior Court
Administration Building
Third Floor
1 Kennedy Sq., P.O. Box 2633
New Brunswick, NJ 08903-2633

LAWYER REFERRAL
(732) 828-0053
LEGAL SERVICES
(732) 249-7600

MONMOUTH COUNTY:

Deputy Clerk of the Superior Court
Court House, 71 Monument Park
P.O. Box 1269
Freehold, NJ 07728-1262

LAWYER REFERRAL
(732) 431-5544
LEGAL SERVICES
(732) 866-0020

MORRIS COUNTY:

Deputy Clerk of the Superior Court
Civil Division
30 Schuyler Pl., P.O. Box 910
Morristown, NJ 07960-0910

LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 285-6911

OCEAN COUNTY:

Deputy Clerk of the Superior Court
Court House, Room 119
118 Washington Street
Toms River, NJ 08754

LAWYER REFERRAL
(732) 240-3666
LEGAL SERVICES
(732) 341-2727

PASSAIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division
Court House
77 Hamilton Street
Paterson, NJ 07505

LAWYER REFERRAL
(973) 278-9223
LEGAL SERVICES
(973) 345-7171

SALEM COUNTY:

Deputy Clerk of the Superior Court
92 Market St., P.O. Box 18
Salem, NJ 08079

LAWYER REFERRAL
(856) 935-5628
LEGAL SERVICES
(856) 451-0003

SOMERSET COUNTY:

Deputy Clerk of the Superior Court
Civil Division Office
New Court House, 3rd Fl.
P.O Box 3000
Somerville, NJ 08876

LAWYER REFERRAL
(908) 685-2323
LEGAL SERVICES
(908) 231-0840

SUSSEX COUNTY:

Deputy Clerk of the Superior Court
Sussex County Judicial Center
43-47 High Street
Newton, NJ 07860

LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 383-7400

UNION COUNTY:

Deputy Clerk of the Superior Court
1st Fl., Court House
2 Broad Street
Elizabeth, NJ 07207-6073

LAWYER REFERRAL
(908) 353-4715
LEGAL SERVICES
(908) 354-4340

WARREN COUNTY:

Deputy Clerk of the Superior Court
Civil Division Office
Court House, 413 Second Street
Belvidere, NJ 07823-1500

LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 475-2010

BURLINGTON COUNTY
SUPERIOR COURT
49 RANCOCAS ROAD
MT HOLLY NJ 08060

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (609) 288-9500
COURT HOURS 8:30 AM - 4:30 PM

DATE: NOVEMBER 16, 2020
RE: TRIPICCHIO VINCENT VS THE UPS STORE
DOCKET: BUR L -002219 20

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON AIMEE R. BELGARD

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (609) 288-9500.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: STEPHEN P. DE NITTIS
DE NITTIS OSEFCHEN AND PRINCE
5 GREENTREE CENTRE
525 ROUTE 73 NORTH STE 410
MARLTON NJ 08053

JUCCAU0

Civil Case Information Statement

Case Details: BURLINGTON | Civil Part Docket# L-002219-20

Case Caption: TRIPICCHIO VINCENT VS THE UPS
STORE, INC.

Case Initiation Date: 11/16/2020

Attorney Name: STEPHEN P DE NITTIS

Firm Name: DE NITTIS OSEFCHEN AND PRINCE PC

Address: 5 GREENTREE CENTRE 525 ROUTE 73 NORTH
STE 410

MARLTON NJ 08053

Phone: 8567979951

Name of Party: PLAINTIFF : Tripicchio, Vincent

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: TORT-OTHER

Document Type: Complaint with Jury Demand

Jury Demand: YES - 12 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

**Do you anticipate adding any parties (arising out of same
transaction or occurrence)?** NO

Are sexual abuse claims alleged by: Vincent Tripicchio? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

**Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:**

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? YES **Title 59?** NO **Consumer Fraud?** YES

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

11/16/2020
Dated

/s/ STEPHEN P DE NITTIS
Signed

Ex. A - 008

DeNITTIS OSEFCHEN PRINCE, P.C.
Stephen P. DeNittis, Esq. (031381997)
Joseph A. Osefchen, Esq. (024751992)
Shane T. Prince, Esq. (022412002)
525 Route 73 North, Suite 410
Marlton, New Jersey 08053
(856) 797-9951

Attorneys for Plaintiff

VINCENT TRIPICCHIO, on behalf of himself and all others similarly situated,	SUPERIOR COURT OF NEW JERSEY LAW DIVISION BURLINGTON COUNTY
Plaintiff	
vs.	DOCKET NO. BUR-
THE UPS STORE, INC. and JB & A ENTERPRISES, INC.,	CLASS ACTION COMPLAINT AND JURY DEMAND
Defendants.	

INTRODUCTION

1. This is a class action brought on behalf of a class composed of customers who, between November 16, 2014 and the present, were charged notary fees which exceeded New Jersey legal limits for notarizing documents by Defendants at UPS Store locations in New Jersey.

2. As outlined in greater detail herein, N.J.S.A. § 22A:4-14 sets the maximum allowable fees a New Jersey notary public can charge for notarizing a document that does not relate to the sale or financing of real estate at \$2.50 and does not permit any additional fees for notarizing such documents, whether those fees are labeled as “**Notary Convenience**” fees or otherwise.

3. As outlined in greater detail herein, Defendants employ a uniform policy of charging \$15 for notarizing such documents; an amount which is twice the maximum permitted

statutory fee. Defendants describe this \$15 fee on the receipt as a \$2.50 “**Notary**” fee and an additional \$12.50 “**Notary Convenience**” fee.

4. Such a \$12.50 “**Notary Convenience**” fee violates the plain language of N.J.S.A. § 22A:4-14 and is unlawful in New Jersey.

5. The class complaint seeks to obtain an injunction to end the illegal policy of overcharges and to obtain refunds of the illegal overcharges, with the complaint bringing statutory claims under the New Jersey Consumer Fraud Act, the New Jersey Truth in Consumer Contract, Warranty and Notice Act and common law claims under a theory of unjust enrichment/ disgorgement, as well as a claim for an injunction barring the unlawful practice alleged herein, on behalf of Plaintiff and the class as a whole.

JURISDICTION AND VENUE

6. Jurisdiction over this matter in New Jersey Superior Court is proper in that all claims in this matter arise exclusively under New Jersey state law.

7. This matter is properly venued in Burlington County in that Plaintiff is a New Jersey citizen who resides in Moorestown, Burlington County, Defendant JB & A Enterprises, Inc. is a New Jersey corporation with its principal place of business in Mount Laurel, New Jersey and the transaction involving Plaintiff described herein took place in Burlington County, New Jersey.

8. There is no federal subject matter jurisdiction over this matter in that all claims pleaded herein arise exclusively under New Jersey law and no federal claim or federal issue is raised. Moreover, the total amount in controversy is far less than \$5 million because the out of pocket losses in this matter are \$12.50 per person and the proposed class is less than 5,000

persons. Thus, even with treble damages and a \$100 per person statutory penalty, the amount in controversy is less than \$1 million.

THE PARTIES

9. Plaintiff Vincent Tripicchio is a citizen of New Jersey and resident of Moorestown, Burlington County, who, like every other proposed class member during the class period, was charged a uniform notary fee of \$15 by Defendants – described by Defendants as a \$.250 “Notary” fee and a \$12.50 “Notary Convenience” fee on the receipt – for notarizing a document at a UPS Store in New Jersey that did not relate to the sale or financing of real estate.

10. Defendant The UPS Store, Inc. is a Delaware corporation headquartered at 6060 Cornerstone Court West, San Diego, California 92121. Defendant The UPS Store, Inc. is registered to do business in New Jersey, does in fact do business in New Jersey, and may be served with process by service upon its registered agent in New Jersey.

11. Defendant JB & A Enterprises, Inc. is a New Jersey corporation with its principal place of business located at 3111 Rt. 38, Suite 11, in Mount Laurel, New Jersey 08054 and is the nominal owner and an operator of UPS Store #1155, located at 3111 Rt. 38, Suite 11 in Mount Laurel, New Jersey 08054.

12. Defendant The UPS Store, Inc. has a franchise relationship with Defendant JB & A Enterprises, Inc. in that Defendant The UPS Store, Inc. is a franchisor and Defendant JB & A Enterprises, Inc. is a franchisee.

13. No claims in this case are based solely on the status of Defendant The UPS Store, Inc. as the franchisor of Defendant JB & A Enterprises, Inc. and/or The UPS Store #1155.

14. Rather, all claims pleaded herein against Defendant The UPS Store, Inc. are based solely on the actions of Defendant The UPS Store, Inc. in that the unlawful uniform policy

alleged herein is not limited to UPS Store #1115 and is in fact followed by all UPS stores in New Jersey at the direction of Defendant The UPS Store, Inc. That policy was personally created, ratified and implemented by Defendant The UPS Store, Inc. and Defendant The UPS Store, Inc. requires its New Jersey franchisees to uniformly follow said unlawful uniform policy. Moreover, Defendant The UPS Store, Inc. requires its New Jersey franchisees to pay Defendant The UPS Store, Inc. a share of the proceeds of said unlawful uniform policy and thus The UPS Store Inc is a holder of such illegal funds and is a necessary defendant for any claims of reimbursement, refund and/or disgorgement.

FACTS WHICH GIVE RISE TO THE CLASS CLAIMS

15. As a matter of uniform policy, each UPS Store in New Jersey offers notary services to customers.

16. The notary services performed by Defendants at UPS Stores in New Jersey are almost exclusively for purposes unrelated to the sale or financing of real estate, such as notarizing power of attorney documents, wills and affidavits.

17. Indeed, notarization of documents relating to the sale or transfer of real estate are routinely performed by a title agent or attorney at the closing. Notarization of documents relating to the financing of real estate are routinely performed by a bank or mortgage company employee when the notarized document relates to a mortgage. Such notarizations are not done at UPS Stores.

18. New Jersey law places a legal limit on the fees that can be charged for notarizing documents in New Jersey.

19. Specifically, N.J.S.A. § 22A:4-14 provides that for notarizing any document which does not relate to the transfer or financing of real estate, a notary may charge a fee of no

more than \$2.50. See N.J.S.A. § 22A:4-14, providing that a notary “**shall receive a fee as follows:**

For administering an oath or taking an affidavit, \$2.50.

For taking proof of a deed, \$2.50.

For taking all acknowledgments, \$2.50.”

20. N.J.S.A. § 22A:4-14 does not authorize, and in fact plainly bars, any other type of fee charged for notarizing such documents, including any purported “**Notary Convenience**” fee.

21. Throughout the class period, Defendants have pursued a uniform policy of charging an illegal \$15 fee to notarize all documents unrelated to the sale or transfer of real estate at UPS Stores in New Jersey, with Defendants labeling this \$15 fee on the receipt as a \$2.50 “**Notary**” charge and a \$12.50 “**Notary Convenience**” fee.

22. This uniform policy is illegal in New Jersey.

23. N.J.S.A. § 22A:4-14 plainly bars any additional or ancillary charges for notarizing documents and does not permit any additional fees for notarizing documents beyond the statutory fee of \$2.50, no matter how that fee is labeled. Thus, Defendants’ act in labeling the \$12.50 overcharge a “**Notary Convenience**” is unlawful.

24. Moreover, the \$12.50 “**Notary Convenience**” fee is plainly not even for any actual expense or service. This \$12.50 additional notary fee is being charged inside the UPS Store where the notary works and thus the customer comes to the notary and not the other way around. Thus the UPS notary has no mileage or travel expenses. Nor are any additional services being performed at UPS beyond simply notarizing the documents at issue.

25. The unlawful uniform policy alleged herein is not limited to UPS Store #1115 and is in fact followed by all UPS stores in New Jersey at the direction of Defendant The UPS Store,

Inc.

26. Indeed, that unlawful policy was personally created, ratified and implemented by Defendant The UPS Store, Inc., which requires its New Jersey franchisees to uniformly follow said unlawful uniform policy and requires its franchisees to pay Defendant The UPS Store, Inc. a share of the proceeds of said unlawful uniform policy.

27. What happened to Plaintiff illustrates Defendants' unlawful policy.

28. On October 13, 2020, Plaintiff sought to have a durable power of attorney document notarized at Defendants' at UPS Store #1155 in Mt Laurel, New Jersey. See Attachment A, power of attorney document notarized for Plaintiff at UPS Store.

29. That document did not relate to the sale or financing of real state. Id.

30. Defendants charged Plaintiff \$15 for notarizing that document. See Attachment B, UPS Store receipt dated October 13, 2020, listing a \$2.50 "**Notary**" fee and a \$12.50 "**Notary Convenience**" fee.

31. Defendants did not incur any expenses in this transaction for mileage in that Plaintiff traveled to the UPS Store to purchase these notary services, which were performed on the UPS Store premises.

32. Nor did Defendants perform any additional services for Plaintiff beyond notarizing the single power of attorney document which is attached hereto as Attachment A.

33. What happened to Plaintiff was not an accident or an oversight. It was part of a uniform policy in which Defendants unlawfully charge a \$15 fee for notarizing documents for which N.J.S.A. § 22A:4-14 mandates that the maximum notary fee is no more than \$2.50.

CLASS ACTION ALLEGATIONS

34. Plaintiff brings this action as a class action pursuant to Rule 4:32, on behalf of

himself and all members of the following proposed class:

All persons who were charged a fee of more than \$2.50 by Defendants for notarizing any document not related to the sale or financing of real estate at a UPS Store in New Jersey between November 16, 2014 and the present.

35. Plaintiff also seeks to have a sub-class certified under Rule 4:32 which is defined

as:

All persons who were charged a \$12.50 "Notary Convenience" fee by Defendants for notarizing a power of attorney document, will or affidavit at a UPS Store in New Jersey between November 16, 2014 and the present.

36. Plaintiff also seeks to have a sub-class certified under Rule 4:32 which is defined

as:

All persons who were charged a \$12.50 "Notary Convenience" fee for having a power of attorney document, will or affidavit notarized at UPS Store #1155, in Mount Laurel, New Jersey, between November 16, 2014 and the present.

37. The class and sub-classes are each so numerous that joinder of all members is impracticable and each includes at least 100 persons.

38. The exact number and identities of the persons who fit within each proposed class are contained in Defendants' records and can be easily ascertained from those records.

39. Common questions of law and fact exist as to each class member.

40. All claims in this action arise exclusively from a uniform policy as outlined herein.

41. No violations alleged in this complaint are a result of any individualized oral communications or individualized interaction of any kind between class members and Defendants or anyone else.

42. In the case at bar, there are clearly a number of issues of law and fact which are

identical as to the entire class and sub-class, including:

- a. Whether Defendants are lawfully allowed to charge a \$15 notary fee to notarize the documents at issue;
- b. Whether N.J.S.A. § 22A:4-14 bars Defendants from charging more than \$2.50 to notarize the documents at issue;
- c. Whether N.J.S.A. § 22A:4-14 bars Defendants from charging a \$12.50 “**Notary Convenience**” fee;
- d. Whether Defendants’ policy of charging notary fees in excess of what is allowed by N.J.S.A. § 22A:4-14 constitutes an unlawful and unconscionable commercial practice in violation of N.J.S.A. § 56:8-2 of the Consumer Fraud Act;
- e. Whether Defendants’ act in offering and presenting signs and form notices relating to these illegal fees to Plaintiff and the class violated N.J.S.A. § 56:12-16 of the Truth in Consumer Contract, Warranty and Notice Act; and
- f. Whether plaintiff and the class are entitled to an injunction barring the challenged practice and requiring Defendants to limit notary fees to the amounts permitted by N.J.S.A. § 22A:4-14.

43. Plaintiff is a member of the class and sub-classes he seeks to represent.

44. The claims of Plaintiff are not only typical of all class members, they are identical.

45. All claims of Plaintiff and the class arise from the same course of conduct, uniform policies and procedures as outlined herein.

46. All claims of Plaintiff and the class are based on the exact same legal theories.

47. Plaintiff seeks the same relief for himself as for every other class member.

48. Plaintiff has no interest antagonistic to or in conflict with the class.

49. Plaintiff will thoroughly and adequately protect the interests of the class, having retained qualified and competent legal counsel to represent himself and the class.

50. Defendants have acted and/or refused to act on grounds generally applicable to

the class, thereby making appropriate injunctive and declaratory relief for the class as a whole.

51. The prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual members of the class, which would confront Defendants with incompatible standards of conduct.

52. A class action is superior to other available methods for the fair and efficient adjudication of the controversy since, inter alia, the damages suffered by each class member are \$12.50 per document and are therefore too low to make individual lawsuits economically feasible.

53. Common questions will predominate, and there will be no unusual manageability issues.

COUNT I

Uniform Declaratory Judgment Act, N.J.S.A. 2A:16-51, et seq.

54. Plaintiff incorporates all preceding paragraphs as though fully set forth at length herein.

55. Plaintiff and the class need, and are entitled to, a declaration that Defendants' policy as described herein is unlawful and that Defendants are barred by law from charging more than \$2.50 to notarize documents unrelated to the sale or financing of real estate.

56. Plaintiff and the class members have a significant interest in this matter in that each has been, or will be subjected to, the unlawful policies alleged herein.

57. Based on the foregoing, a justifiable controversy is presented in this case, rendering declaratory judgment appropriate.

58. In addition, because the unlawful uniform policies of Defendants are ongoing, Plaintiff and the class also need, and are entitled to, an order for equitable and injunctive relief,

barring the continuation of those policies.

COUNT II

Consumer Fraud Act, N.J.S.A. § 56:8-1, et seq.

59. Plaintiff incorporates all preceding paragraphs of this complaint as if set forth fully herein.

60. Defendants' uniform policies as described herein constitute sharp and unconscionable commercial practices in the sale of services in violation of N.J.S.A. § 56:8-2 by charging fees in an amount which is higher than the maximum fee allowed by New Jersey law.

61. As a proximate result of the unlawful conduct by Defendants, Plaintiff and the class members have suffered an ascertainable loss of money and property.

62. Plaintiff seeks, inter alia, refunds of the illegal overcharges for himself and the class and to obtain a class-wide injunction on behalf of the class under the Consumer Fraud Act barring the continuing illegal policy at issue, as discussed, certified and approved in Laufer v. U. S. Life Ins. Co. in City of N.Y., 385 N.J. Super. 172 (App. Div. 2006).

COUNT III

Truth in Consumer Contract, Warranty and Notice Act, N.J.S.A. § 56:12-14, et seq.

63. Plaintiff incorporates all preceding paragraphs of this complaint as if set forth fully herein.

64. Plaintiff and the class members are "consumers" within the meaning of N.J.S.A. §§ 56:12-15 and 16.

65. Defendants are "sellers" of services within the meaning of N.J.S.A. §§ 56:12-15 and 16.

66. By the acts alleged herein, Defendants violated N.J.S.A. § 56:12-16 because, in

the course of their business, Defendants caused consumer notices and signs to be offered and presented to Plaintiff and the class members which contained provisions that violated their clearly established legal rights under state law, within the meaning of N.J.S.A. § 56:12-15 and 16.

67. Specifically, Defendants caused to be offered and presented to Plaintiff and the class written notices and signs which violate the clearly established rights of Plaintiff and the class under N.J.S.A. § 22A:4-14 to be charged no more than \$2.50 to notarize documents of the type at issue.

68. Moreover, Defendants caused to be offered and presented to Plaintiff and the class written notices and signs which violate the clearly established rights of Plaintiff and the class under N.J.S.A. § 56:8-2 of the New Jersey Consumer Fraud Act; a New Jersey statute which provides a right to be free of deceptive and unconscionable practices in the sale of services.

69. Plaintiff and the class members seek an order for injunctive relief under TCCWNA pursuant to N.J.S.A. § 56:12-17, as described in detail herein, against Defendants.

70. Due to the Defendants' conduct described herein, Plaintiff and the class members have suffered actual damages.

71. Pursuant to N.J.S.A. § 56:12-17, Plaintiff also seek a statutory penalty of \$100 for each class member, as well as actual damages and attorney's fees and costs.

COUNT IV

Unjust Enrichment/Disgorgement

72. Plaintiff incorporates all preceding paragraphs as though fully set forth at length herein.

73. Plaintiff brings, as an alternative theory of recovery, a claim for refunds on behalf of himself and the class under a theory of unjust enrichment and/or disgorgement.

74. By the acts alleged herein, Defendants received a benefit from Plaintiff and the class in the form of monies paid by Plaintiff and the class to Defendants which were higher than the fees permitted by New Jersey law.

75. It is specifically alleged that Defendant The UPS Store Inc. received and possess part of the illegal overcharge collected from Plaintiff and the class and thus this defendant is a holder of illegal funds who is a necessary defendant for any claim of restitution, refund or disgorgement.

76. The retention of that benefit by Defendants would be unjust.

77. By the facts alleged herein, equity demands that Defendants disgorge themselves of this benefit.

COUNT V

Breach of Contract for Violation of the Implied Duty of Good Faith and Fair Dealing

78. Plaintiff incorporates all preceding paragraphs of this complaint as if set forth fully herein.

79. There exists a contract between class members and at least one defendant relating to the sale of services.

80. By operation of New Jersey law, there existed an implied duty of good faith and fair dealing in each such contract.

81. By the acts alleged herein, Defendants have violated that duty of good faith and fair dealing by charging fees in excess of the maximum allowed by New Jersey law.

82. As a result of this breach by Defendants, Plaintiff and each class member have

suffered damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff ask this Court to:

- a. Certify the case as a class action pursuant to Rule 4:32;
- b. Enter an order for injunctive and declaratory relief, enjoining Defendants' unlawful policies as alleged herein, directing Defendants to send a court-approved form of notice to all class members advising them of these violations, and establishing a court-administered program to provide refunds to all class members, with the Defendants being ordered to pay the costs associated with such a program;
- c. Enter judgment in favor of each class member for damages suffered as a result of the conduct alleged herein, to include interest and pre-judgment interest;
- d. Award Plaintiff and the class members treble damages under the Consumer Fraud Act;
- e. Award Plaintiff and the class members a \$100 per person statutory penalty under Truth in Consumer Contract, Warranty and Notice Act;
- f. Award Plaintiff reasonable attorneys' fees and costs; and
- g. Grant such other and further legal and equitable relief as the Court deems just and equitable.

JURY TRIAL DEMAND

PLEASE TAKE NOTICE that the Plaintiff hereby demands a trial by jury as to all parties.

Dated: November 16, 2020

DeNITTIS OSEFCHEN PRINCE, P.C.

BY: 

STEPHEN P. DENITTIS, ESQ. (031981997)
JOSEPH A. OSEFCHEN, ESQ. (024751992)
SHANE T. PRINCE, ESQ. (022412002)

Attorneys for Plaintiff

CERTIFICATION PURSUANT TO RULE 4:5-1

To the best of Plaintiff's knowledge, the matter in controversy is not related to any pending action in New Jersey. No arbitration proceeding is pending or contemplated. There are no other parties known to Plaintiffs at this time who should be joined in this action.

CERTIFICATION PURSUANT TO N.J.S.A. 56:8-1, et seq.

The undersigned hereby certify that a copy of this complaint has been forwarded to the Attorney General of the State of New Jersey.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Stephen P. DeNittis is designated as trial counsel.

Dated: November 16, 2020

DeNITTIS OSEFCHEN PRINCE, P.C.



BY: _____

STEPHEN P. DENITTIS, ESQ. (031981997)
JOSEPH A. OSEFCHEN, ESQ. (024751992)
SHANE T. PRINCE, ESQ. (022412002)

Attorneys for Plaintiff

Exhibit A

Durable Power of Attorney

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS DURABLE POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

Definition of Agent

As used in this document, the term "Agent" shall include all agent(s), attorney(s)-in-fact, attorneys-in-fact / agents, and mandatary or mandataries who are appointed herein.

TO ALL PERSONS, be it known, that I, Vincent Tripicchio, the undersigned Principal, who resides at 630 Garwood Road, City of Moorestown, County of Burlington, State of New Jersey, do hereby appoint Brenda Tripicchio as my Agent, and _____ as my Agent, who ☐ must act jointly ☒ may act separately on my behalf.

At the time of the execution of this Durable Power of Attorney, Brenda Tripicchio resides at 630 Garwood Road, City of Moorestown, County of Burlington, State of New Jersey.

At the time of the execution of this Durable Power of Attorney, _____ resides at _____, City of _____, County of _____, State of _____.

If one of my Agents is unable to serve for any reason, ☐ I authorize the remaining named Agent to act as my sole Agent OR ☐ I designate _____, residing at _____, City of _____, County of _____, State of _____, to serve in that person's place.

If both of my Agents are unable to serve for any reason, I designate _____, residing at _____, City of _____, County of _____, State of _____, as my Successor Agent.

Grant of General Authority

My Agent shall care for, manage, control, and handle all of my business, financial, property, and personal affairs in my name, place, and stead in as full and complete a manner in which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through such a representative and subject to any limitations on or additions to the specified powers inserted after the following:

(NOTICE: The Principal must write his or her initials in the corresponding blank space for each of the subdivisions (A) through (M) below for which the Principal WANTS to give the Agent authority. If the corresponding blank space for any particular subdivision is NOT initialled, NO AUTHORITY WILL BE GRANTED for those matters specified in the subdivision. ALTERNATIVELY, the letter corresponding to each power the Principal wishes to grant has been referenced in subdivision "(N)", and the Principal may initial in the blank space to the left of subdivision "(N)" in order to grant each of the powers so indicated.)

(W) (A) **Real property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of New Jersey, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

(W) (B) **Tangible personal property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of New Jersey or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

(W) (C) **Stock and bond transactions.** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

(W) (D) **Commodity and option transactions.** To buy, sell, exchange, assign, convey, settle, and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the Principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the Principal could if present and under no disability.

(X) (E) **Banking and other financial institution transactions.** To make, receive, sign, endorse, execute, acknowledge, deliver, and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts, and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

(X) (F) **Business operating transactions.** To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in. To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing, or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust, or other legal entity; operate, buy, sell, expand, contract, terminate, or liquidate any business; direct, control, supervise, manage, or participate in the operation of any business and engage, compensate, and discharge business managers, employees, agents, attorneys, accountants, and consultants; and, in general, exercise all powers with respect to business interests and operations which the Principal could if present and under no disability.

(X) (G) **Insurance and annuity transactions.** To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate or change the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts, unless the Agent is my spouse or only child.

(X) (H) **Estate, trust, and other beneficiary transactions.** To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim, and recover any legacy, bequest, devise, gift, or other property interest or payment due or payable to or for the Principal; assert any interest in and exercise any power over any trust, estate, or property subject to fiduciary control; establish a revocable trust solely for the benefit of the Principal that terminates at the death of the Principal and is then distributable to the legal representative of the estate of the Principal; and, in general, exercise all powers with respect to estates and trusts which the Principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the Principal or require the trustee of any trust for the benefit of the Principal to pay income or Principal to the Agent unless specific authority to that end is given.

(X) (I) **Claims and litigation.** To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

☒ (J) **Personal and family maintenance.** To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others, and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

☒ (K) **Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.** To prepare, sign, and file any claim or application for Social Security, unemployment, or military service benefits; sue for, settle, or abandon any claims to any benefit or assistance under any federal, state, local, or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service, or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the Principal could exercise if present and under no disability.

☒ (L) **Retirement plan transactions.** To contribute to, withdraw from, and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings, and other retirement plan, individual retirement account, deferred compensation plan, and any other type of employee benefit plan); select and change payment options for the Principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the Principal could if present and under no disability.

☒ (M) **Tax matters.** To prepare, to make elections, to execute, and to file all tax, Social Security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

☐ (N) **ALL OF THE MATTERS LISTED ABOVE.** YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

Grant of Specific Authority (Optional)

My Agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your Agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your Agent.)

☐ Create, amend, revoke or terminate an inter vivos trust.

☐ Make a gift.

☐ Create or change rights of survivorship.

☐ Create or change a beneficiary designation.

☐ Authorize another person to exercise the authority granted under this Durable Power of Attorney.

☐ Waive the Principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

☐ Exercise fiduciary powers that the Principal has authority to delegate.

☐ Disclaim or refuse an interest in property, including a power of appointment.

Limitation on Agent's Authority

An Agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the Agent or a person to whom the Agent owes an obligation of support unless I have included that authority in the Special Instructions.

Special Instructions (Optional)

Additional powers, if any, that are not inconsistent with the other provisions of this Durable Power of Attorney:

The powers granted hereinabove shall not include the following powers or shall be modified or limited in the following particulars:

Additional powers, if any, granted to the Agent with respect to any power listed above and not eliminated/struck out by the Principal:

Special Instructions for Gifts

Special instructions applicable to gifts (initial in front of the following sentence to have it apply):

☐ I grant my Agent the power to apply my property to make gifts to individuals, charities, or to the Agent, up to the amount of \$500 per year, per individual or entity, without signature of the Principal, as the Agent determines to be in the Principal's best interest.

Authorization for an Agent to make gifts or transfers of \$500 or more requires the Principal to execute a Major Gifts Rider at the same time as the Durable Power of Attorney document.

☐ I grant my Agent the power to make major gifts and transfers of my property set forth under the Major Gifts Rider.

Nomination of Guardian or Conservator (Optional)

In the event that a court decides that it is necessary to appoint a Guardian of my person or Conservator of my estate, I hereby nominate _____, who resides at _____, City of _____, County of _____, State of _____, to be considered by the court for appointment to serve as my Guardian or Conservator, or in any similar representative capacity.

Effective Date [Choose one and only one option.]

(☒) This Durable Power of Attorney shall be effective immediately.

(☐) This Durable Power of Attorney shall take effect in the event that I become mentally and/or physically incapacitated, as determined and certified in writing by my treating physician, to such an extent that I am unable to independently make important decisions in regard to the management of my own property and finances.

Durable Provision

This Durable Power of Attorney shall not be affected by any lapse of time, and shall not be affected by the subsequent incapacity of the Principal except as provided by statute in the State of New Jersey, and all acts done by the Agent under the power granted herein during any period of the Principal's disability or incapacity shall have the same effect and inure to the benefit of and bind the Principal and Principal's successors in interest as if the Principal were competent and not disabled.

My Agent hereby accepts this appointment subject to its terms and agrees to act and perform in the said fiduciary capacity and observe the standards of care applicable to trustees as described by relevant New Jersey statute consistent with my best interests as his, her, or their best discretion deem advisable, and I affirm and ratify all acts so undertaken.

If the Agent is a corporate Agent, the Agent shall not use my assets for its benefit, nor the benefit of its officers or directors.

If this Durable Power of Attorney is revoked or terminated, such revocation or termination for any reason in accordance with law shall be ineffective as to any Agent unless and until actual notice or knowledge of such revocation or termination shall have been received by the Agent.

My subsequent death shall not revoke or terminate the agency granted herein as to my Agent who, without actual knowledge of my death, acts in good faith under this Durable Power of Attorney. Any action so taken, unless otherwise invalid or unenforceable, shall bind my successors in interest.

Notice to Third Parties

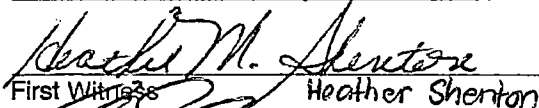
To induce any third-party to act hereunder, I hereby agree that any third-party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination shall have been received by such third-party, and I for myself and for my heirs, executors, legal representatives, and assigns, hereby agree to indemnify and hold harmless any such third-party from and against any and all claims which may arise against such third-party by reason of such third-party having relied on the provisions of this instrument.

THIS DURABLE POWER OF ATTORNEY MAY BE REVOKED OR AMENDED IN WRITING BY ME AT ANY TIME.



Vincent Tripicchio, Principal

10-13-20 (date)



First Witness

Heather Shenton

10/13/20 (date)



Second Witness

Christopher Sabb

10/13/20 (date)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF New Jersey)
COUNTY OF Camden)

On October 13, 2020, before me, Lorrienne Zamora, a Notary Public, personally appeared Vincent Tripicchio, as Principal, and Heather Shenton, as Witness, and Christopher Sabb, as Witness, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

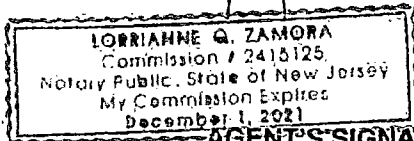
WITNESS my hand and official seal.

[Signature]
Signature of Notary

Affiant Known ☒ Produced ID

Type of ID New Jersey Driver's License

(Seal)



AGENT'S SIGNATURE AND ACKNOWLEDGMENT

First Agent Acknowledgment

I, _____, am the person identified as the Agent for the Principal named in this document and acknowledge my legal duties.

Date

Signature

Second Agent Acknowledgment (if applicable)

I, _____, am the person identified as the Agent for the Principal named in this document and acknowledge my legal duties.

Date

Signature

Exhibit B

The UPS Store - #1155
3111 Route 38
Suite 11
Mt. Laurel, NJ 08054
(856) 234-7447

10/13/20 11:36 AM

We are the one stop for all your
shipping, postal and business needs.

We offer all the services you need
to keep your business going.



001 000003 (011) TO \$ 2.50

Notary

002 500282 (011) ****S**** TO \$ 12.50

Notary Convenience

SubTotal \$ 15.00

Total \$ 15.00

AMERICAN EXPRESS \$ 15.00

ACCOUNT NUMBER * *****3013

Appr Code: 823623 (I) Sale

ENTRY METHOD: ChipRead

MODE: Issuer

AID: A000000025010801

TVR: 0800008000

TSI: F800

AC: D430AA7F14021EE8

ARC: 00

Receipt ID 83337782641592888372 002 Items

CSH: Lorrianne Tran: 6932 Reg: 001

Thank you for visiting our store.
Please come back again soon.

Whatever your business and personal
needs, we are here to serve you.

We're here to help.
Join our FREE email program to receive
great offers and resources.

www.theupsstore.com/signup

DeNITTIS OSEFCHEN PRINCE, P.C.
Stephen P. DeNittis, Esq. (031381997)
Joseph A. Osefchen, Esq. (024751992)
Shane T. Prince, Esq. (022412002)
525 Route 73 North, Suite 410
Marlton, New Jersey 08053
(856) 797-9951

Attorneys for Plaintiff

VINCENT TRIPICCHIO, on behalf of himself
and all others similarly situated,

Plaintiff

vs.

THE UPS STORE, INC. and JB & A
ENTERPRISES, INC.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO. BUR-2219-20

AFFIDAVIT OF SERVICE

Person to be Served: **JB & A Enterprises, Inc.**
c/o Susan E. Kraft
324 Longstone Drive
Cherry Hill, NJ 08003

By Serving:

Cost of Service pursuant to R.4:4-3(c)
\$ _____

Attorney:

Papers Served:

Summons, Lawyer referral info, complaint, track assignment & plaintiff's discovery requests

Service Data: ☒ Served Successfully () Not Served

Date/Time: 11-18-20 1:45 PM

Attempts: **Date/Time**
Date/Time
Date/Time

() Delivered a Copy to him/her personally

() Left a copy with a competent household member over
14 years of age residing therein (indicate name and
relationship at right)

☒ Left a copy with a person authorized to accept
service, e.g. Managing Agent, registered agent,
etc. (indicate name and official title at right)

Name of Person Served and relationship/title

Susan Kraft

Ex. A - 034

Description of Person Accepting Service

SEX: ___ AGE: ___ Height ___ Weight ___ SKIN ___ HAIR ___ OTHER: ___

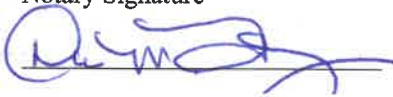
Unserved:

- () Defendant is unknown at the address furnished by the attorney
() All reasonable inquiries suggest defendant moved to an undetermined address
() no such street in municipality
() Defendant is evading service
() No response on: Date/Time _____
Date/Time _____
Date/Time _____

Other:

Served Data:

Subscribed and Sworn to me this
18 Day of NOV, 2020
Notary Signature



DAWN M. FARLEY
NOTARY PUBLIC STATE OF NJ
MY COMMISSION EXPIRES
JANUARY 3, 2023

I, Dawn Mitchell,
Was at the time of service a competent adult
not having a direct interest in the litigation
I declare under penalty of perjury that the
foregoing is true and correct.


Signature of Process Server

Date

11/18/20

DeNITTIS OSEFCHEN PRINCE, P.C.
Stephen P. DeNittis, Esq. (031381997)
Joseph A. Osefchen, Esq. (024751992)
Shane T. Prince, Esq. (022412002)
525 Route 73 North, Suite 410
Marlton, New Jersey 08053
(856) 797-9951

Attorneys for Plaintiff

VINCENT TRIPICCHIO, on behalf of himself
and all others similarly situated,

Plaintiff

vs.

THE UPS STORE, INC. and JB & A
ENTERPRISES, INC.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO. BUR-2219-20

AFFIDAVIT OF SERVICE

Person to be Served: The UPS Store, Inc.
c/o Corporation Service Company
Princeton South Corporate Center, Suite 160
100 Charles Ewing Blvd.
Ewing, NJ 08628

By Serving:

Cost of Service pursuant to R.4:4-3(c)
\$ _____

Attorney:

Papers Served:

Summons, Lawyer referral info, complaint, track assignment & plaintiff's discovery requests

Service Data: ☒ Served Successfully () Not Served

Date/Time: 11-19-20 1:50 PM

Attempts: **Date/Time**
Date/Time
Date/Time

() Delivered a Copy to him/her personally

() Left a copy with a competent household member over
14 years of age residing therein (indicate name and
relationship at right)

☒ Left a copy with a person authorized to accept
service, e.g. Managing Agent, registered agent,
etc. (indicate name and official title at right)

Name of Person Served and relationship/title

JOHANNE MYERS
SPECIALIST

Ex. A - 036

SUPERIOR COURT OF NEW JERSEY - eCOURTS CIVIL LAW

The following clerk notice is being sent from eCourts:

Plaintiff Name: VINCENT TRIPICCHIO
Defendant Name: JB & A ENTERPRISES I NC, THE UPS STORE INC
Case Caption: TRIPICCHIO VINCENT VS THE UPS STORE
Case Number: BUR L 002219-20
Docket Text: **CLERK NOTICE:** re: NOTICE OF APPEARANCE (NOT THE FIRST PAPER) LCV2021245600 -Your account was charged 1st paper fee of \$175. Thank you!
Transaction ID: LCV2021247497

Notice has been electronically mailed to:

Plaintiff Attorney	STEPHEN P DE NITTIS	SDENITTIS@DENITTISLAW.COM DAWN@DENITTISLAW.COM SPRINCE@DENITTISLAW.COM
Defendant Attorney	MATTHEW B JOHNSON	MBJOHNSON@GRSM.COM VLINCK@GRSM.COM

Notice was not electronically mailed to:

Defendant	THE UPS STORE INC	NJ 00000
-----------	-------------------	----------

Login to eCourts to view the Case Jacket. You will need a valid user ID (Bar ID) to view the submitted documents.

For questions, please contact the Superior Court of New Jersey Civil Division in county of venue.

This communication is for notification purposes only.

This email was sent from a notification-only address that cannot accept incoming mail. Please do not reply to this message.

SUPERIOR COURT OF NEW JERSEY - eCOURTS CIVIL LAW

The following deficiency notice is being sent from eCourts:

Plaintiff Name: VINCENT TRIPICCHIO
Defendant Name: JB & A ENTERPRISES I NC, THE UPS STORE INC
Case Caption: TRIPICCHIO VINCENT VS THE UPS STORE
Case Number: BUR L 002219-20
Docket Text: **DEFICIENCY NOTICE:** re: STIPULATION TO EXTEND TIME FOR ANSWER LCV2021246332 -Stip ext time to ans MUST be accompanied by the Answer, a completed Case Information Statement and the approp filing fee. Pursuant to R. 4:6-1 (c), a Stip to ext time to ans shall be filed with the responsive pleading within said 60 day period.
Transaction ID: LCV2021247507

Notice has been electronically mailed to:

Plaintiff Attorney	STEPHEN P DE NITTIS	SDENITTIS@DENITTISLAW.COM DAWN@DENITTISLAW.COM SPRINCE@DENITTISLAW.COM
Defendant Attorney	MATTHEW B JOHNSON	MBJOHNSON@GRSM.COM VLINCK@GRSM.COM

Notice was not electronically mailed to:

Defendant	THE UPS STORE INC	NJ 00000
-----------	-------------------	----------

Login to eCourts to view the Case Jacket. You will need a valid user ID (Bar ID) to view the submitted documents.

For questions, please contact the Superior Court of New Jersey Civil Division in county of venue.

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GORDON REES SCULLY MANSUKHANI, LLP

Andrew M. Schwartz (ID 037271996)

Matthew B. Johnson (ID 259382018)

One Battery Park Plaza, 28th Fl.

New York, New York 10004

Phone: (212) 453-0767

Email: amschwartz@grsm.com

mbjohnson@grsm.com

Attorneys for Defendant JB & A Enterprises, Inc.

VINCENT TRIPICCHIO, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

THE UPS STORE, INC. and JB & A
ENTERPRISES, INC.

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO.: BUR-L-002219-20

**NOTICE OF APPEARANCE OF
MATTHEW B. JOHNSON**

Kindly enter the appearance of Matthew B. Johnson, Esquire on behalf of Defendant JB
& A Enterprises, Inc.

Gordon & Rees LLP

By: /s/ Matthew B. Johnson
Matthew B. Johnson

Dated: February 2, 2021

Ex. A - 040

CERTIFICATE OF SERVICE

I hereby certify that on February 2, 2021, I electronically filed the foregoing with the Clerk of the Court using the NJ ecourts' system, which shall send notification of such filing to all known counsel of record.

Dated: February 2, 2021

/s/ Matthew B. Johnson

GORDON REES SCULLY MANSUKHANI, LLP

Andrew M. Schwartz (ID 037271996)

Matthew B. Johnson (ID 259382018)

One Battery Park Plaza, 28th Fl.

New York, New York 10004

Phone: (212) 453-0767

Email: amschwartz@grsm.com

mbjohnson@grsm.com

Attorneys for Defendant JB & A Enterprises, Inc.

VINCENT TRIPICCHIO, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

THE UPS STORE, INC. and JB & A
ENTERPRISES, INC.

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO.: BUR-L-002219-20

**STIPULATION TO EXTEND TIME FOR DEFENDANT
JB & A ENTERPRISES, INC. TO FILE RESPONSIVE PLEADING**

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned
counsel for Plaintiff Vincent Tripicchio and Defendant JB & A Enterprises, Inc. in the above
entitled-action that the time for Defendants to answer, move, or otherwise respond to Plaintiffs'
Complaint shall be extended to February 20, 2021.

DeNittis Osefchen Prince, P.C.
Attorneys for Plaintiff

By: /s/ Stephen DeNittis

Stephen DeNittis
525 Route 73 North, Suite 410
Marlton, New Jersey 08053

Gordon & Rees LLP
Attorneys for Defendant JB & A Enterprises, Inc.

By: 

Matthew B. Johnson
One Battery Park Plaza, 28th Fl.
New York, New York 10004

Dated: February 2, 2021

Dated: February 1, 2021

Ex. A - 042

CERTIFICATE OF SERVICE

I hereby certify that on February 2, 2021, I electronically filed the foregoing with the Clerk of the Court using the NJ ecourts' system, which shall send notification of such filing to all known counsel of record.

Dated: February 2, 2021

/s/ Matthew B. Johnson

SUPERIOR COURT OF NEW JERSEY - eCOURTS CIVIL LAW

The following notice is being sent from eCourts:

Plaintiff Name: VINCENT TRIPICCHIO
Defendant Name: JB & A ENTERPRISES I NC, THE UPS STORE INC
Case Caption: TRIPICCHIO VINCENT VS THE UPS STORE
Case Number: BUR L 002219-20
Docket Text: The motion filed on 02/12/2021 will be decided on 03/05/2021. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: MOTION EXTENDING TIME FOR FILING OF DOCUMENT LCV2021343965
Transaction ID: LCV2021362586

Notice has been electronically mailed to:

Plaintiff Attorney	STEPHEN P DE NITTIS	SDENITTIS@DENITTISLAW.COM DAWN@DENITTISLAW.COM SPRINCE@DENITTISLAW.COM
Defendant Attorney	MATTHEW B JOHNSON	MBJOHNSON@GRSM.COM VLINCK@GRSM.COM

Notice was not electronically mailed to:

Defendant	THE UPS STORE INC	NJ 00000
-----------	-------------------	----------

Login to eCourts to view the case jacket. You will need a valid user ID(Bar ID) to view the submitted documents.

For questions, please contact the Superior Court of New Jersey Civil Division in county of venue.

This communication is for notification purposes only.

This email was sent from a notification-only address that cannot accept incoming mail. Please do not reply to this message.

SUPERIOR COURT OF NEW JERSEY - eCOURTS CIVIL LAW

The following clerk notice is being sent from eCourts:

Plaintiff Name: VINCENT TRIPICCHIO
Defendant Name: JB & A ENTERPRISES I NC, THE UPS STORE INC
Case Caption: TRIPICCHIO VINCENT VS THE UPS STORE
Case Number: BUR L 002219-20
Docket Text: **CLERK NOTICE:** re: NOTICE OF APPEARANCE (NOT THE FIRST PAPER) LCV2021402375 -Appearance is the 1st paper for defendant, UPS Store Inc. Your account has been charged required \$175 filing fee. Thank you!
Transaction ID: LCV2021411192

Notice has been electronically mailed to:

Plaintiff Attorney	STEPHEN P DE NITTIS	SDENITTIS@DENITTISLAW.COM DAWN@DENITTISLAW.COM SPRINCE@DENITTISLAW.COM
Defendant Attorney	MATTHEW B JOHNSON	MBJOHNSON@GRSM.COM VLINCK@GRSM.COM
Filer Attorney	FIOCCOLA, DAVID, JOHN	DFIOCCOLA@MOFO.COM DOCKETNY@MOFO.COM JROY@MOFO.COM

Notice was not electronically mailed to:

Defendant	THE UPS STORE INC	NJ 00000
-----------	-------------------	----------

Login to eCourts to view the Case Jacket. You will need a valid user ID (Bar ID) to view the submitted documents.

For questions, please contact the Superior Court of New Jersey Civil Division in county of venue.

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GORDON REES SCULLY MANSUKHANI, LLP

Andrew M. Schwartz (ID 037271996)

Matthew B. Johnson (ID 259382018)

One Battery Park Plaza, 28th Fl.

New York, New York 10004

Phone: (212) 453-0767

Email: amschwartz@grsm.com

mbjohnson@grsm.com

Attorneys for Defendant JB & A Enterprises, Inc.

VINCENT TRIPICCHIO, on behalf of
himself and all others similarly
situated,

Plaintiff,

v.

THE UPS STORE, INC. and JB & A
ENTERPRISES, INC.

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO.: BUR-L-002219-20

~~PROPOSED~~ ORDER

This matter having been brought before the Court on Motion by Defendants The UPS Store, Inc. and JB & A Enterprises, Inc. (together “Defendants”), by their respective attorneys, for an Order granting an extension of time to file an Answer or otherwise respond to the Complaint, setting down a date for an initial Case Management Conference and staying the time for Defendants to respond to Plaintiff’s discovery demands;

IT IS on this 5th day of March, 2021,

ORDERED that Defendants’ Motion be and hereby is granted; and

IT IS FURTHER ORDERED that Defendants shall file an Answer or otherwise respond to the Complaint on or before April 20, 2021; and

IT IS FURTHER ORDERED that an Initial Case Management Conference in this matter is scheduled for May 3rd, 2021 at 2:00 PM and

IT IS FURTHER ORDERED that the time for Defendants to respond to Plaintiff's discovery demands be and hereby is stayed pending a discovery schedule to be established at the Initial Case Management Conference; and

IT IS FURTHER ORDERED that a copy of this Order shall be served on all parties within 7 days of the date ~~hereof~~ of receipt unless otherwise served via eCourts.

/s/Aimee R. Belgard
AIMEE R. BELGARD, P.J. Cv., **J.S.C.**

[] Opposed
[X] Unopposed

BURLINGTON SUPERIOR COURT
49 RANCOCAS ROAD
PO BOX 6555
MOUNT HOLLY NJ 08060

TELEPHONE: (609) 288-9500
8:30 AM - 4:30 PM
CV0555

MARCH 12, 2021

TO: DAVID J FIOCCOLA
MORRISON & FOERSTER LLP
250 W 55TH STREET
NEW YORK NY 10019

DOCKET: BUR - L -002219-20
TRIPICCHIO VINCENT VS THE UPS STORE

A CASE MANAGEMENT CONFERENCE IS SCHEDULED FOR THIS CASE ON MAY 03,
2021 AT 02:00PM BEFORE JUDGE AIMEE R BELGARD.

PLEASE REPORT TO: COURT ROOM REMOT
CONTACT THE COURT FOR DETAILS ON WHETHER THE
PROCEEDING WILL BE HELD BY VIDEO OR PHONE OR PAPER.

BURLINGTON SUPERIOR COURT
49 RANCOCAS ROAD
PO BOX 6555
MOUNT HOLLY NJ 08060

TELEPHONE: (609) 288-9500
8:30 AM - 4:30 PM
CV0555

MARCH 12, 2021

TO: MATTHEW B JOHNSON
GORDON REES SCULLY MANSUKHANI
ONE BATTERY PARK PLZ 28TH FL
NEW YORK NY 10004

DOCKET: BUR - L -002219-20
TRIPICCHIO VINCENT VS THE UPS STORE

A CASE MANAGEMENT CONFERENCE IS SCHEDULED FOR THIS CASE ON MAY 03,
2021 AT 02:00PM BEFORE JUDGE AIMEE R BELGARD.

PLEASE REPORT TO: COURT ROOM REMOT
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BURLINGTON SUPERIOR COURT
49 RANCOCAS ROAD
PO BOX 6555
MOUNT HOLLY NJ 08060

TELEPHONE: (609) 288-9500
8:30 AM - 4:30 PM
CV0555

MARCH 12, 2021

TO: STEPHEN P DE NITTIS
DE NITTIS OSEFCHEN AND PRINCE
5 GREENTREE CENTRE
525 ROUTE 73 NORTH STE 410
MARLTON NJ 08053

DOCKET: BUR - L -002219-20
TRIPICCHIO VINCENT VS THE UPS STORE

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2021 AT 02:00PM BEFORE JUDGE AIMEE R BELGARD.

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49 RANCOCAS ROAD
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MARCH 12, 2021

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250 W 55TH STREET
NEW YORK NY 10019

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49 RANOCAS ROAD
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MARCH 12, 2021

TO: MATTHEW B JOHNSON
GORDON REES SCULLY MANSUKHANI
ONE BATTERY PARK PLZ 28TH FL
NEW YORK NY 10004

DOCKET: BUR - L -002219-20
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MARCH 12, 2021

TO: STEPHEN P DE NITTIS
DE NITTIS OSEFCHEN AND PRINCE
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DOCKET: BUR - L -002219-20
TRIPICCHIO VINCENT VS THE UPS STORE

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CONTACT THE COURT FOR DETAILS ON WHETHER THE
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GORDON REES SCULLY MANSUKHANI, LLP

Andrew M. Schwartz (ID 037271996)

Matthew B. Johnson (ID 259382018)

One Battery Park Plaza, 28th Fl.

New York, New York 10004

Phone: (212) 453-0767

Email: amschwartz@grsm.com

mbjohnson@grsm.com

Attorneys for Defendant JB & A Enterprises, Inc.

VINCENT TRIPICCHIO, on behalf of
himself and all others similarly
situated,

Plaintiff,

v.

THE UPS STORE, INC. and JB & A
ENTERPRISES, INC.

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO.: BUR-L-002219-20

~~PROPOSED~~ ORDER

This matter having been brought before the Court on Motion by Defendants The UPS Store, Inc. and JB & A Enterprises, Inc. (together “Defendants”), by their respective attorneys, for an Order granting an extension of time to file an Answer or otherwise respond to the Complaint, setting down a date for an initial Case Management Conference and staying the time for Defendants to respond to Plaintiff’s discovery demands;

IT IS on this 5th day of March, 2021,

ORDERED that Defendants’ Motion be and hereby is granted; and

IT IS FURTHER ORDERED that Defendants shall file an Answer or otherwise respond to the Complaint on or before April 20, 2021; and

IT IS FURTHER ORDERED that an Initial Case Management Conference in this matter is scheduled for May 3rd, 2021 at 2:00 PM and

IT IS FURTHER ORDERED that the time for Defendants to respond to Plaintiff's discovery demands be and hereby is stayed pending a discovery schedule to be established at the Initial Case Management Conference; and

IT IS FURTHER ORDERED that a copy of this Order shall be served on all parties within 7 days of the date ~~hereof~~ of receipt unless otherwise served via eCourts.

/s/Aimee R. Belgard
AIMEE R. BELGARD, P.J. Cv., **J.S.C.**

[] Opposed
[X] Unopposed

SUPERIOR COURT OF NEW JERSEY - eCOURTS CIVIL LAW

The following clerk notice is being sent from eCourts:

Plaintiff Name: VINCENT TRIPICCHIO
Defendant Name: JB & A ENTERPRISES I NC, THE UPS STORE INC
Case Caption: TRIPICCHIO VINCENT VS THE UPS STORE
Case Number: BUR L 002219-20
Docket Text: **CLERK NOTICE:** re: CONSENT ORDER LCV2021985453 -The CMC scheduled for Monday is still on so Judge Belgard can check in with the parties. Thank you.
Transaction ID: LCV20211095970

Notice has been electronically mailed to:

Plaintiff Attorney	STEPHEN P DE NITTIS	SDENITTIS@DENITTISLAW.COM DAWN@DENITTISLAW.COM SPRINCE@DENITTISLAW.COM
Defendant Attorney	MATTHEW B JOHNSON	MBJOHNSON@GRSM.COM VLINCK@GRSM.COM
Defendant Attorney	DAVID JOHN FIOCCOLA	DFIOCCOLA@MOFO.COM DOCKETNY@MOFO.COM JROY@MOFO.COM

Notice was not electronically mailed to:

Login to eCourts to view the Case Jacket. You will need a valid user ID (Bar ID) to view the submitted documents.

For questions, please contact the Superior Court of New Jersey Civil Division in county of venue.

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SUPERIOR COURT OF NEW JERSEY - eCOURTS CIVIL LAW

The following notice is being sent from eCourts:

Plaintiff Name: VINCENT TRIPICCHIO
Defendant Name: JB & A ENTERPRISES I NC, THE UPS STORE INC
Case Caption: TRIPICCHIO VINCENT VS THE UPS STORE
Case Number: BUR L 002219-20
Docket Text: The motion filed on 04/30/2021 will be decided on 05/28/2021. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: MOTION FOR ADMISSION PRO HAC VICE LCV20211104771
Transaction ID: LCV20211112528

Notice has been electronically mailed to:

Plaintiff Attorney	STEPHEN P DE NITTIS	SDENITTIS@DENITTISLAW.COM DAWN@DENITTISLAW.COM SPRINCE@DENITTISLAW.COM
Defendant Attorney	MATTHEW B JOHNSON	MBJOHNSON@GRSM.COM VLINCK@GRSM.COM
Defendant Attorney	DAVID JOHN FIOCCOLA	DFIOCCOLA@MOFO.COM DOCKETNY@MOFO.COM JROY@MOFO.COM

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BURLINGTON SUPERIOR COURT
49 RANCOCAS ROAD
PO BOX 6555
MOUNT HOLLY NJ 08060

TELEPHONE: (609) 288-9500
8:30 AM - 4:30 PM
CV0555

MAY 03, 2021

TO: DAVID J FIOCCOLA
MORRISON & FOERSTER LLP
250 W 55TH STREET
NEW YORK NY 10019

DOCKET: BUR - L -002219-20
TRIPICCHIO VINCENT VS THE UPS STORE

A CASE MANAGEMENT CONFERENCE IS SCHEDULED FOR THIS CASE ON JULY 07,
2021 AT 02:00PM BEFORE JUDGE SANDER D FRIEDMAN.

PLEASE REPORT TO: COURT ROOM REMOT
CONTACT THE COURT FOR DETAILS ON WHETHER THE
PROCEEDING WILL BE HELD BY VIDEO OR PHONE OR PAPER.

BURLINGTON SUPERIOR COURT
49 RANCOCAS ROAD
PO BOX 6555
MOUNT HOLLY NJ 08060

TELEPHONE: (609) 288-9500
8:30 AM - 4:30 PM
CV0555

MAY 03, 2021

TO: MATTHEW B JOHNSON
GORDON REES SCULLY MANSUKHANI
ONE BATTERY PARK PLZ 28TH FL
NEW YORK NY 10004

DOCKET: BUR - L -002219-20
TRIPICCHIO VINCENT VS THE UPS STORE

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2021 AT 02:00PM BEFORE JUDGE SANDER D FRIEDMAN.

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BURLINGTON SUPERIOR COURT
49 RANCOCAS ROAD
PO BOX 6555
MOUNT HOLLY NJ 08060

TELEPHONE: (609) 288-9500
8:30 AM - 4:30 PM
CV0555

MAY 03, 2021

TO: ANDREW M SCHWARTZ
GORDON REES SCULLY MANSUKHANI
1717 ARCH ST
STE 610
PHILADELPHIA PA 19103

DOCKET: BUR - L -002219-20
TRIPICCHIO VINCENT VS THE UPS STORE

A CASE MANAGEMENT CONFERENCE IS SCHEDULED FOR THIS CASE ON JULY 07,
2021 AT 02:00PM BEFORE JUDGE SANDER D FRIEDMAN.

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BURLINGTON SUPERIOR COURT
49 RANCOCAS ROAD
PO BOX 6555
MOUNT HOLLY NJ 08060

TELEPHONE: (609) 288-9500
8:30 AM - 4:30 PM

MAY 03, 2021

CV0555

TO: STEPHEN P DE NITTIS
DE NITTIS OSEFCHEN AND PRINCE
5 GREENTREE CENTRE
525 ROUTE 73 NORTH STE 410
MARLTON NJ 08053

DOCKET: BUR - L -002219-20
TRIPICCHIO VINCENT VS THE UPS STORE

A CASE MANAGEMENT CONFERENCE IS SCHEDULED FOR THIS CASE ON JULY 07,
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PLEASE REPORT TO: COURT ROOM REMOT
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Ex. A - 061

GORDON REES SCULLY MANSUKHANI, LLP

Andrew M. Schwartz (ID 037271996)

Three Logan Square

1717 Arch Street, Suite 610

Philadelphia, PA 19103

Phone: (215) 717-4023

Email: amschwartz@grsm.com

Attorneys for Defendant JB & A Enterprises, Inc.

VINCENT TRIPICCHIO, on behalf of
himself and all others similarly
situated,

Plaintiff,

v.

THE UPS STORE, INC. and **JB & A
ENTERPRISES, INC.**,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO.: BUR-L-002219-20

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Andrew M. Schwartz, from the law firm of
Gordon Rees Scully Mansukhani, LLP, hereby appears as counsel of record for
defendant JB&A Enterprises, Inc.

Dated: Philadelphia, Pennsylvania
April 3, 2021

GORDON REES SCULLY
MANSUKHANI, LLP

By: Andrew M. Schwartz
Andrew M. Schwartz
Three Logan Square
1717 Arch Street, Suite 610
Philadelphia, PA 19103
☎ 215-717-4023
📠 215-693-6650
✉ amschwartz@grsm.com
Counsel for Defendant, JB&A
Enterprises, Inc

CERTIFICATE OF SERVICE

I hereby certify that on April 3, 2021, I electronically filed the forgoing Notice of Appearance using the New Jersey eCourts system, which will send electronic notification of this filing to all counsel of record.

Dated: Philadelphia, Pennsylvania
April 3, 2021

GORDON REES SCULLY
MANSUKHANI, LLP

By: Andrew M. Schwartz
Andrew M. Schwartz
Three Logan Square
1717 Arch Street, Suite 610
Philadelphia, PA 19103
☎ 215-717-4023
📠 215-693-6650
✉ amschwartz@grsm.com
Counsel for Defendant, JB&A
Enterprises, Inc

BURLINGTON SUPERIOR COURT
49 RANOCAS ROAD
PO BOX 6555
MOUNT HOLLY NJ 08060

TELEPHONE: (609) 288-9500
8:30 AM - 4:30 PM
CV0555

MAY 03, 2021

TO: DAVID J FIOCCOLA
MORRISON & FOERSTER LLP
250 W 55TH STREET
NEW YORK NY 10019

DOCKET: BUR - L -002219-20
TRIPICCHIO VINCENT VS THE UPS STORE

A CASE MANAGEMENT CONFERENCE IS SCHEDULED FOR THIS CASE ON JULY 07,
2021 AT 02:00PM BEFORE JUDGE SANDER D FRIEDMAN.

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49 RANCOCAS ROAD
PO BOX 6555
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TELEPHONE: (609) 288-9500
8:30 AM - 4:30 PM
CV0555

MAY 03, 2021

TO: MATTHEW B JOHNSON
GORDON REES SCULLY MANSUKHANI
ONE BATTERY PARK PLZ 28TH FL
NEW YORK NY 10004

DOCKET: BUR - L -002219-20
TRIPICCHIO VINCENT VS THE UPS STORE

A CASE MANAGEMENT CONFERENCE IS SCHEDULED FOR THIS CASE ON JULY 07,
2021 AT 02:00PM BEFORE JUDGE SANDER D FRIEDMAN.

PLEASE REPORT TO: COURT ROOM REMOT
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BURLINGTON SUPERIOR COURT
49 RANCOCAS ROAD
PO BOX 6555
MOUNT HOLLY NJ 08060

TELEPHONE: (609) 288-9500
8:30 AM - 4:30 PM
CV0555

MAY 03, 2021

TO: ANDREW M SCHWARTK
GORDON REES SCULLY MANSUZHANI
1F1F ARCH ST
STE 610
PHILADELPHIA PA 19103

DOCZET: BUR - L -002219-20
TRIPICCHIO VINCENT VS THE UPS STORE

A CASE MANAGEMENT CONFERENCE IS SCHEDULED FOR THIS CASE ON JULY 0F,
2021 AT 02:00PM BEFORE JUDGE SANDER D FRIEDMAN.

PLEASE REPORT TO: COURT ROOM REMOT
CONTACT THE COURT FOR DETAILS ON WHETHER THE
PROCEEDING WILL BE HELD BY VIDEO OR PHONE OR PAPER.

BURLINGTON SUPERIOR COURT
49 RANOCAS ROAD
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MAY 03, 2021

CV0555

TO: STEPHEN P DE NITTIS
DE NITTIS OSEFCHEN AND PRINCE
5 GREENTREE CENTRE
525 ROUTE 73 NORTH STE 410
MARLTON NJ 08053

DOCKET: BUR - L -002219-20
TRIPICCHIO VINCENT VS THE UPS STORE

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PLEASE REPORT TO: COURT ROOM REMOT
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PROCEEDING WILL BE HELD BY VIDEO OR PHONE OR PAPER.

Ex. A - 067

LCV20211104771

VINCENT TRIPICCHIO, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

THE UPS STORE, INC. and JB & A
ENTERPRISES, INC.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO. BUR-L-002219-20

CIVIL ACTION

**ORDER ADMITTING MARK R.
McDONALD, ESQ. *PRO HAC VICE***

THIS MATTER HAVING COME before the Court on Motion of David J. Fioccola, Esq., counsel for defendant The UPS Store, Inc., the Court having reviewed the papers filed in support of this Motion, and for good cause shown,

IT IS on this 3rd day of June, 2021,

ORDERED AS FOLLOWS,

THAT Mark R. McDonald, Esq. is hereby admitted *pro hac vice* in the above-captioned matter pursuant to Rule 1:21-2; and

THAT Mark R. McDonald, Esq. shall abide by the Rules Governing the Courts of the State of New Jersey, including all disciplinary rules; and

THAT Mark R. McDonald, Esq. shall consent to the appointment of the Clerk of the Supreme Court of the State of New Jersey as the agent upon whom service of process may be made for all actions against Mr. McDonald or his firm that may arise out of Mr. McDonald's participation in this matter; and

THAT Mark R. McDonald, Esq. shall notify the Court immediately of any matter affecting his standing at the bar of any other court; and

THAT Mark R. McDonald, Esq. shall have all pleadings, briefs and other papers filed with the Court signed by an attorney of record who is authorized to practice law in the State of New Jersey, who shall be held responsible for them, for the conduct of this matter, and for the conduct of Mr. McDonald; and

THAT Mark R. McDonald, Esq. shall not be designated as trial counsel;

THAT Mark R. McDonald, Esq. shall within ten (10) days of the date of this Order, comply with Rules 1:20-1(b), 1:28B-1(e) and 1:28-2 by paying the appropriate fees to the New Jersey Lawyer's Assistance Program and the New Jersey Lawyers' Fund for Client Protection; and

THAT Mark R. McDonald, Esq. shall pay the appropriate fees to the New Jersey Lawyer's Assistance Program and the New Jersey Lawyers' Fund for Client Protection on or before February 1 of every year, or such other date as the Court may determine, and confirm his compliance; and

THAT automatic termination of the admission of Mark R. McDonald, Esq. *pro hac vice* shall occur for failure to make the required annual fees to the New Jersey Lawyer's Assistance Program and the New Jersey Lawyers' Fund for Client Protection.

THAT no adjournment or delay in discovery, motion practice, trial or any other proceeding will be requested by reason of Mark R. McDonald's inability to appear; and

THAT noncompliance with any of these requirements shall constitute grounds for termination of the admission of Mark R. McDonald, Esq. *pro hac vice*; and

THAT a copy of this Order shall be served on all parties within seven (7) days of the date of this Order.

/s/Aimee R. Belgard
HON. AIMEE R. BELGARD, P.J. Cv.

BURLINGTON SUPERIOR COURT
49 RANCOCAS ROAD
PO BOX 6555
MOUNT HOLLY NJ 08060

TELEPHONE: (609) 288-9500
8:30 AM - 4:30 PM
CV0555

JUNE 23, 2021

TO: DAVID J FIOCCOLA
MORRISON & FOERSTER LLP
250 W 55TH STREET
NEW YORK NY 10019

DOCKET: BUR - L -002219-20
TRIPICCHIO VINCENT VS THE UPS STORE *ARB

A CASE MANAGEMENT CONFERENCE IS SCHEDULED FOR THIS CASE ON JULY 19,
2021 AT 01:30PM BEFORE JUDGE SANDER D FRIEDMAN.

PLEASE REPORT TO: COURT ROOM REMOT
CONTACT THE COURT FOR DETAILS ON WHETHER THE
PROCEEDING WILL BE HELD BY VIDEO OR PHONE OR PAPER.

BURLINGTON SUPERIOR COURT
49 RANOCAS ROAD
PO BOX 6555
MOUNT HOLLY NJ 08060

TELEPHONE: (609) 288-9500
8:30 AM - 4:30 PM
CV0555

JUNE 23, 2021

TO: MATTHEW B JOHNSON
GORDON REES SCULLY MANSUKHANI
ONE BATTERY PARK PLZ 28TH FL
NEW YORK NY 10004

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TO: ANDREW M SCHWARTZ
GORDON REES SCULLY MANSUKHANI
1717 ARCH ST
STE 610
PHILADELPHIA PA 19103

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TO: STEPHEN P DE NITTIS
DE NITTIS OSEFCHEN AND PRINCE
5 GREENTREE CENTRE
525 ROUTE 73 NORTH STE 410
MARLTON NJ 08053

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JUNE 23, 2021

TO: DAVID J FIOCCOLA
MORRISON & FOERSTER LLP
250 W 55TH STREET
NEW YORK NY 10019

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-----X		
VINCENT TRIPICCHIO, on behalf of himself and	:	SUPERIOR COURT OF
others similarly situated,	:	NEW JERSEY
	:	
Plaintiff,	:	LAW DIVISION – BURLINGTON
	:	COUNTY
-against-	:	
THE UPS STORE, INC. and JB & A	:	DOCKET NO.: BUR-2219-20
ENTERPRISES, INC.,	:	
	:	[PROPOSED] CASE
Defendants.	:	MANAGEMENT ORDER
	:	
-----X		

Defendants The UPS Store, Inc. (“TUPSS, Inc.”) and JB & A Enterprises, Inc. (“JB & A”), and Plaintiff Vincent Tripicchio appeared before a Case Management Conference before this Honorable Court on July 19, 2021 and subsequent to hearing from the parties this Honorable Court enters the following Case Management Order;

IT IS on this __ day of July, 2021,

ORDERED AS FOLLOWS,

1. **THAT** Defendants’ response to the Complaint shall be filed on or before September 30, 2021; and
2. **THAT** this matter for discovery purposes shall be changed from a TRACK II case to a TRACK III case.

Dated: July __, 2021

Hon. Sander D. Friedman, .J.S.C.

IT IS on this 23rd day of July, 2021,

1. **THAT** Defendants' response to the Complaint shall be filed on or before September 30, 2021; and

XXXXXXXXXXXXXXXXXXXX. at this time and discovery issues should be brought to the Courts
case to a TRACK III case. attention as they arise.

Sander Friedman
Hon. Sander D. Friedman, J.S.C.